

(When Filled In)

PRECONTRACT APPROVAL RECORD (PART ONE)	CONTRACTOR <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		CONTROL NO. 08A-3292-65 Copy <u>2</u> of 3		25X1
	CONTRACT NO. AF33(600)-40274 Task Order No. 12		AMENDMENT NO. (RS-8037)		
THIS CONTRACT APPROVAL RECORD CONTAINS A RECOMMENDATION SUBMITTED FOR CONCURRENCE OF THE UNDERSIGNED. CONCURRENCE IN THIS PRECONTRACT APPROVAL RECORD IS RECOMMENDED BY THE CONTRACTING OFFICER. BY CONCURRENCE, THE CHIEF, BUDGET AND FINANCE BRANCH, SIGNIFIES THAT SUFFICIENT FUNDS ARE AVAILABLE (NOT INCLUDING CONTINGENT & EXPOSURE) AND/OR HAVE BEEN ADJUSTED AS PROVIDED IN THIS DOCUMENT.					
TYPE OF CONTRACT					
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> L.I.</div> <div style="width: 50%;"><input type="checkbox"/> F.P. REDETERM</div> <div style="width: 50%;"><input type="checkbox"/> CPIF</div> <div style="width: 50%;"><input type="checkbox"/> TECH REP</div> <div style="width: 50%;"><input type="checkbox"/> DEFINITIZED</div> <div style="width: 50%;"><input type="checkbox"/> FPIP</div> <div style="width: 50%;"><input type="checkbox"/> T&M</div> <div style="width: 50%;"><input type="checkbox"/> FISCAL YEAR</div> <div style="width: 50%;"><input type="checkbox"/> F.P.</div> <div style="width: 50%;"><input checked="" type="checkbox"/> CPFF</div> <div style="width: 50%;"><input type="checkbox"/> CALL TYPE</div> </div>					
FINANCIAL DATA					
CONTRACT VALUE \$ \$175,635 <u>Final</u>		PREVIOUS OBLIGATION - PRIOR FY \$ 175,635		PREVIOUS OBLIGATION - CURRENT FY \$	
OBLIGATION BY THIS DOCUMENT					
DESCRIPTION, PROGRAM OR LINE ITEM		FISCAL YEAR	PROJECT	AMOUNT	
TOTAL THIS OBLIGATION			\$		
CONTINGENT UPON AVAILABILITY OF FUNDS					
EXPOSURE LIABILITY					
RATE	DATE	RATE	DATE		
CPFF O/H RATES FIXED THRU		PRICING FORMULA FIXED THRU			
T&M RATES FIXED THRU		TECH REP RATES FIXED THRU			
NEGOTIATOR APPROVAL			CD RECORDATION		
SIGNED		DATE 8/26/65	SIGNED		DATE 8-26-65
PRECONTRACT CONCURRENCES					
UNIT	TYPED NAME	SIGNATURE	DATE		
CONTRACTING OFFICER		SIGNED	8-26-65		
BUDGET & FINANCE			8-27-65		
GENERAL COUNSEL			8-31-65		
TECHNICAL REPRESENTATIVE					
TECHNICAL REPRESENTATIVE					
CONTRACT SIGNATURE (Contracting Officer)		DATE	DATE MAILED	DATE DISTRIBUTED	
				9-1-65	

SECRET

PRECONTRACT APPROVAL RECORD (PART TWO)	CONTRACT
<p>The services and equipment being procured by this Contract No. _____ Task Order No. 12 are in furtherance of the National Defense Program(s), the nature of which cannot be publicly disclosed for security reasons. The Contracting Officer therefore determines that this procurement must be accomplished by negotiations pursuant to the authority of Section 3(a) of PL 81-110 and Class Determination and Finding, OXC 2122, signed by the DDCI on 15 October 1961.</p> <p>Certification of funds for this contract will be handled under the procedure approved by the Director of Central Intelligence on 15 December 1956 which, in effect, results in _____ 25X1 Checks being accumulated in a separate account within the Finance Division. The amounts in this account will be periodically scheduled for certification of the vouchers by the Director. This procedure eliminates the necessity for a separate certification of authority under Section 8(b) of Public Law 110, 81st Congress (formerly 10(b) - see 85-507 dated 7/7/58) for each contract.</p> <p>The following comments describe the procurement hereby effected, the terms and provisions generally of this contract/amendment, and a resume of major issues negotiated:</p> <ol style="list-style-type: none"> 1. Task Order No. 12 covered development of a "Writer/Keyer" system for the Office of Communication, R&D Lab. The program is known as Project _____. The Contract was completed in May 1964. 25X1 2. The final cost and property audits of the contract have been completed and a report thereof has been submitted to the undersigned. The Auditor has recommended for acceptance total cost in the amount of \$171,535. This cost together with the approved fixed-fee of \$4,100 results in a final approved contract price of \$175,635. 3. In connection with this settlement there are attached the following documents: <ul style="list-style-type: none"> Audit Report OSA-3199-65 Contractor's Release Contractor's Assignment of Refunds, Rebates and Credits. Contractor's Inventory Certificate Contractor's final cost summary and certificate Patent and Royalty Statement. 4. All work and services required under the contract have been satisfactorily performed, all property has been properly accounted for and the Contractor's Patent and Royalty statements are concurred in. 	

OBA-3199-65
#1637

9 August 1965

REPLY TO:
Auditor General Representative (APL)

Washington, D. C.

9 August 1965

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SUBJECT: Advisory Report of Final Audit of CPFF Task Order

Task Order No. 12 to Contract AF33(600)40274

25X1

TO : Contracting Officer

1. This is the final audit report for Task Order Number 12 to Contract AF33(600)-40274 dated 30 June 1962 and amended 3 April 1964. This CPFF Task Order provided for the development and delivery of the equipment designated as "Program." Work started in May 1962 and was completed in May 1964. The original task order number 12 provided for the work to commence on or after 1 May 1962. Amendment No. 2 dated 3 April 1964 extended the period of performance through 15 April 1964.

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2. The original task order dated 30 June 1962 provided for estimated costs (\$110,980) and fixed fee (\$4,100) in the amount of \$115,080. Amendment # 2 dated 3 April 1964 increased the estimated costs by \$60,555 to \$171,535 and the overall task order total to \$175,635.

3. The contractor submitted to headquarters the necessary documents to effect closing of the task order. These are:

- a. Final cost summary and certificate
- b. Inventory Certificate
- c. Patent and Royalty Statement
- d. Contractor's Release and
- e. Contractor's assignment of refunds, rebates and credits.

4. The results of audit follow:

Costs claimed	\$171,535
Fixed fee	4,100
Total amount approved	
by auditor	<u>\$175,635</u>

It is to be noted that the contractor had an overrun of \$2,765.37 which will be absorbed by the company. However, included in the overrun is \$1,757.25 which was incurred after 15 April 1964, the cutoff date established by Amendment # 2.

5. Allowable costs were determined in accordance with Part 2, Section XV, Armed Services Procurement Regulation and other terms of the Task Order.

6. There are no unclaimed wages, unclaimed deposits, unrepresented checks or known potential credits or refunds.

7. There are no known charges outstanding against the contractor for any loss, damage or destruction of Government property.


Auditor General Representative (APL)

25X1

CONTRACTOR'S RELEASEContract No. AF33(600)-40274, Task 12

Pursuant to the terms of Contract No. AF33(600)-40274, Task 12
 and in consideration of the sum of One hundred seventy-five thousand, six
hundred thirty-five and -----00/100 Dollars (\$ 175,635.00)
 which has been or is to be paid under the said contract to _____ 25X1

(hereinafter called the Contractor) or to its assignees, if any, the 25X1
 Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA
 (hereinafter called the Government), does remise, release, and discharge
 the Government, its officers, agents, and employees, of and from all
 liabilities, obligations, claims and demand whatsoever under or arising
 from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where
 the amounts are not susceptible of exact statement by the Contractor, as
 follows:

2. Claims, together with reasonable expenses incidental thereto, based
 upon the liabilities of the Contractor to third parties arising out of the
 performance of the said contract, which are not known to the Contractor
 on the date of the execution of this release and of which the Contractor
 gives notice in writing to the Contracting Officer within the period spec-
 ified in the said contract.

3. Claims for reimbursement of costs (other than expenses of the
 Contractor by reason of its indemnification of the Government against
 patent liability), including reasonable expense incidental thereto, in-
 curred by the Contractor under the provisions of the said contract relating
 to patents.

The Contractor agrees, in connection with patent matters and with
 claims which are not released as set forth above, that it will comply
 with all of the provisions of the said contract, including without limi-
 tation those provisions relating to notification to the Contracting
 Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this Eighth
 day of June, 19 65.

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WITNESSES

25X1

By _____

Title _____

(Note: In the case of a corporation, witnesses are not required,
 but the certificate below must be completed) 25X1

CERTIFICATE

I, _____ certify that I am the Clerk of the corporation
 named as Contractor in the foregoing release; that _____ who
 signed said release on behalf of the Contractor was then Treasurer of said
 corporation; that said release was duly signed for and in behalf of said
 corporation by authority of its governing body and is within the scope of
 its corporate powers.

(CORPORATE SEAL)

25X1

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, AND CREDITSContract No. AF33(600)-40274, Task 12

Pursuant to the terms of Contract No. AF33(600)-40274, Task 12,
and in consideration of the reimbursement of costs and payment of fee,
as provided in the said contract and any assignment thereunder, the

[redacted] (hereinafter called the Contractor) does hereby:

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1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government) all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.

2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer, checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable cost of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.

3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this Eighth
day of June 1965.

25X1

WITNESSES

By _____

Title _____

(note: In the case of a Corporation, witnesses are not required, but the following certificate must be completed.)

25X1

C E R T I F I C A T E

I, [redacted], certify that I am Clerk of the corporation named as Contractor in the foregoing assignment; that [redacted] who signed said assignment on behalf of the Contractor, was then Treasurer of said corporation by authority of its government body and is within scope of its corporate powers.

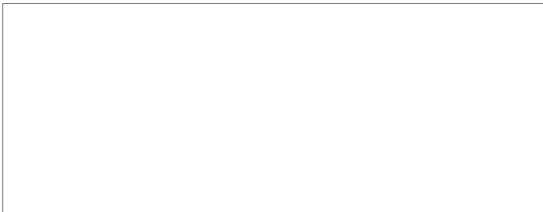
(CORPORATE SEAL)

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C E R T I F I C A T I O N

The undersigned as individuals and as authorized
representatives of
(hereafter called the Contractor), hereby certify that
in the exercise of our best judgment, and to the best of
our knowledge, based upon information believed to be
reliable, no materials, tools or equipment remained on hand,
for which the contractor is accountable.

25X1



25X1

June 8, 1965

AF33(600)-40274, Task 12

C E R T I F I C A T I O N

The undersigned as individuals and as authorized
representatives of 25X1

(hereafter called the Contractor) hereby certify that we have examined the statements and supporting data to which this certification is affixed and that to the best of our knowledge and belief, such statements and supporting data have been prepared from the books of accounts and records of the Contractor; that such books of accounts and records have been kept in accordance with generally accepted and sound accounting practices normally followed by the Contractor, that they include only actual costs chargeable to the performance of Contract No. AF33(600)-40274, Task 12, and that they have been prepared with the knowledge that they will be used in connection with the negotiation of a final price under such Contract No. AF33(600)-40274, Task 12.

It is further certified that all procurement hereunder is allocable to the designated Contract, and that the quantities procured hereunder are not in excess of the reasonable quantitative requirements of the contract.

25X1

June 8, 1965

FINAL COST SUMMARY

Contract AF33(600)-40274, Task 12

Salaries and Wages	\$51,285.86
Materials and Supplies	49,740.79
Travel	325.98
Other	59.99
Overhead and General and Administrative at:	
143.58% of Salaries and Wages (Fiscal 1963)	37,930.82
140.57% of Salaries and Wages (Fiscal 1964)	<u>34,956.93</u>
	\$174,300.37
Allowable Fee	<u>4,100.00</u>
Total Costs	<u>\$178,400.37</u>
Contract Estimated Costs (Including Fee)	\$175,635.00
Less Reimbursements through Invoice 5027-15	<u>174,867.17</u>
Balance Due	<u>\$ 767.83</u>

PATENT AND ROYALTY STATEMENT

FOR

AF33(600)-40274, Task 12

This is to certify that in the performance of the above Task Order, no patentable inventions were made and to the best of my knowledge and belief no royalties were paid to any person.



25X1

June 8, 1965